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Of Attorneys for Defendant Copa di Vino  
Corporation

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

PARAMOUNT INVESTMENTS CORP.  
LIMITED, a Hong Kong company,

Plaintiff,

v.

JAMES MARTIN and COPA DI VINO  
CORPORATION, an Oregon corporation,

Defendants.

Case No. 3:22-cv-01615-JR

**DEFENDANT COPA DI VINO  
CORPORATION'S ANSWER AND  
AFFIRMATIVE DEFENSES TO  
PLAINTIFF'S COMPLAINT**

For its Answer to Plaintiff Paramount Investments Corp. Limited's ("Plaintiff") Complaint, Defendant Copa di Vino Corporation ("Copa di Vino") hereby admits, denies, and alleges as follows:

1.

Paragraph 1 of Plaintiff's Complaint contains legal conclusions that do not require a response. To the extent a response is required, Copa di Vino denies the allegations contained in Paragraph 1.

2.

In response to Paragraph 2 of Plaintiff's Complaint, Copa di Vino admits only that Plaintiff is not and has never been a member of the Copa di Vino board of directors and has never been an officer or otherwise involved in the Copa di Vino business operations. Copa di Vino does not have knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 2 and, therefore, denies the same.

3.

In response to Paragraph 3 of Plaintiff's Complaint, Copa di Vino admits only that Defendant James Martin is a citizen of Oregon, residing in The Dalles, Oregon.

4.

In response to Paragraph 4 of Plaintiff's Complaint, Copa di Vino admits only that it is an Oregon corporation. Copa di Vino denies the legal conclusion that it is properly joined as a nominal defendant in this action and, therefore, denies the remainder of Paragraph 4.

5.

Paragraph 5 of Plaintiff's Complaint contains legal conclusions that do not require a response. To the extent a response is required, Copa di Vino denies the allegations contained in Paragraph 5.

6.

In response to Paragraph 6 of Plaintiff's Complaint, Copa di Vino responds that Exhibits 1 and 2 speak for themselves and holds Plaintiff to its burden of proof as to these allegations. To the extent that a response is required, Copa di Vino denies the allegations in this paragraph.

7.

Paragraph 7 of Plaintiff's Complaint contains legal conclusions that do not require a response. To the extent that a response is required, Copa di Vino denies the allegations contained in this paragraph.

8.

Copa di Vino denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9.

Copa di Vino denies the allegations contained in Paragraph 9 of Plaintiff's Complaint.

10.

Copa di Vino denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11.

Copa di Vino denies the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12.

In response to Paragraph 12 of Plaintiff's Complaint, Splash Beverage Group, Inc.'s filings with the SEC speak for themselves, and Copa di Vino holds Plaintiff to its burden of proof as to these allegations. To the extent that a response is required, Copa di Vino denies the allegations in Paragraph 12.

13.

Copa di Vino denies the allegations contained in Paragraph 13 of the Complaint.

14.

Paragraph 14 of Plaintiff's Complaint contains legal conclusions that do not require a response. To the extent a response is required, Copa di Vino denies the allegations contained in Paragraph 14.

15.

In response to Paragraph 15 of Plaintiff's Complaint, Copa di Vino reiterates its responses in the preceding Paragraphs 1 through 14 above.

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16.

Paragraph 16 of Plaintiff's Complaint contains legal conclusions that do not require a response. To the extent a response is required, Copa di Vino denies the allegations contained in Paragraph 16.

17.

Copa di Vino denies the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18.

Copa di Vino denies the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19.

Copa di Vino denies the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20.

Copa di Vino denies the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21.

In response to Paragraph 21 of Plaintiff's Complaint, Copa di Vino reiterates its responses in the preceding Paragraphs 1 through 20 above.

22.

Paragraph 22 of Plaintiff's Complaint contains legal conclusions to which an answer is not appropriate or required and, therefore, Copa di Vino denies the same.

23.

Copa di Vino denies the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24.

Copa di Vino denies the allegations contained in Paragraph 24 of Plaintiff's Complaint.

25.

Copa di Vino denies the allegations contained in Paragraph 25 of Plaintiff's Complaint.

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26.

Copa di Vino denies the allegations contained in Paragraph 26 of Plaintiff's Complaint.

27.

In response to Paragraph 27 of Plaintiff's Complaint, Copa di Vino reiterates its responses in the preceding Paragraphs 1 through 26.

28.

Paragraph 28 of Plaintiff's Complaint contains legal conclusions to which an answer is not appropriate or required and, therefore, Copa di Vino denies the same.

29.

Copa di Vino denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30.

Copa di Vino denies the allegations contained in Paragraph 30 of Plaintiff's Complaint.

31.

Copa di Vino denies the allegations contained in Paragraph 31 of Plaintiff's Complaint.

32.

Copa di Vino denies the allegations contained in Paragraph 32 of Plaintiff's Complaint.

33.

In response to Plaintiff's "Prayer for Relief" on page 14 of Plaintiff's Complaint, Copa di Vino denies all allegations that Plaintiff is entitled to any relief.

34.

In response to Plaintiff's "Demand for Jury Trial," Copa di Vino denies that all of the claims in Plaintiff's Complaint are triable to a jury.

35.

Copa di Vino denies each and every other allegation not expressly admitted herein.

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**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

36.

Plaintiff fails to state claims against Copa di Vino upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Standing)**

37.

Plaintiff's claims are barred because Plaintiff does not have standing to bring the claims.

**THIRD AFFIRMATIVE DEFENSE**

**(Improper Venue)**

38.

Plaintiff's claims are brought in the wrong venue to the extent that it may be a successor-in-interest to Montblue because any successor to Montblue is bound by a forum selection clause identifying California as the exclusive venue for the claims alleged in Plaintiff's Complaint.

**FOURTH AFFIRMATIVE DEFENSE**

**(No Duty)**

39.

Plaintiff's claims are barred, in whole or in part, because Copa di Vino neither owed nor breached any duty to Plaintiff.

**FIFTH AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

40.

Plaintiff's claims are barred due to the doctrine of unclean hands.

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**SIXTH AFFIRMATIVE DEFENSE**

**(Bad Faith)**

41.

Plaintiff's claims are barred by their own bad faith.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations)**

42.

Plaintiff's claims are barred by the applicable statute of limitations.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Business Judgment Rule)**

43.

Plaintiff's claims are barred by business judgment rule.

**NINTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

44.

Plaintiff's claims are barred because Copa di Vino, at all times, acted in good faith and in the best interest of the company and its shareholders.

**TENTH AFFIRMATIVE DEFENSES**

**(Mistake, Waiver, Estoppel, Equitable Estoppel, Laches, Ratification, and/or Release)**

45.

Plaintiff's claims are barred or limited by the doctrines of mistake, waiver, estoppel, equitable estoppel, laches, ratification, and/or release.

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**ELEVENTH AFFIRMATIVE DEFENSE**

**(Failure to Join Necessary Parties)**

46.

Plaintiff has failed to join necessary parties to this action and, therefore, Plaintiff's claim should be dismissed.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Ripeness)**

47.

Plaintiff's claimed ownership interest in Copa di Vino is less than what it claims.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Fraud)**

48.

Plaintiff and/or its sibling company Montblue has engaged in fraud in its representation of claimed ownership in Copa di Vino.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

49.

Plaintiff's claims are barred, in whole or in part, for its failure to mitigate its damages.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Permission)**

50.

Plaintiff or its agents permitted without objection the events and conduct for which Plaintiff now seeks relief.

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**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Spoliation)**

51.

Plaintiff's claims are barred because it has negligently or intentionally failed to preserve material evidence or otherwise permitted spoliation, which may also entitle Copa di Vino to recovery.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Any Damages Result of Own Breach)**

52.

Plaintiff's damages, if any, are the result of Plaintiff's own breach of fiduciary duties and/or breach of its obligations and agreements pursuant to its purported ownership interest in Copa di Vino.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Lack of Damages)**

53.

Plaintiff's claims are limited by its lack of damages, which damages, if any, are inconsequential and/or de minimis and/or Plaintiff has failed to sustain any recoverable damages.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Excuse)**

54.

Plaintiff's claims are barred because Martin's actions are excused due to Plaintiff's actions on its own or in concert with others, which prevented Martin from performing any obligations owed.

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**TWENTIETH AFFIRMATIVE DEFENSE**

**(Lack of Capacity)**

55.

Plaintiff's claims are barred because, on information and belief, Plaintiff has not maintained its corporate formalities under applicable law.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Lack of Causation)**

56.

Plaintiff's claims are barred due to lack of causation.

**RESERVATION OF RIGHTS**

57.

Copa di Vino reserves the right to add such additional affirmative defenses as may become known through the course of discovery.

WHEREFORE, Defendant Copa di Vino Corporation prays for judgment against Plaintiff as follows:

- a. Ordering that Plaintiff's claims against Copa di Vino be dismissed with prejudice;
- b. Awarding Defendant Copa di Vino its costs and disbursements incurred herein including, but not limited to, attorney fees and costs; and
- c. Providing such other relief as the Court deems just and equitable.

DATED this 24th day of February 2023.

BETTS, PATTERSON & MINES, P.S.

By /s/ Cruz H. Turcott

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Of Attorneys for Defendant  
Copa di Vino Corporation

**CERTIFICATE OF SERVICE**

I hereby certify that on February 24, 2023 the foregoing **DEFENDANT COPA DI VINO CORPORATION'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT** was electronically filed with US District Court for the District of Oregon (Portland Division) through the Court's e-filing system.

I further certify that on February 24, 2023, I served a copy of the foregoing on:

Colin G. Andries Matthew D. Colley Black Helterline LLP 805 SW Broadway, Suite 1900 Portland, OR 97205 <b>Email: colin.andries@bhlaw.com</b> <b>Matthew.colley@bhlaw.com</b> <i>Of Attorneys for Plaintiff</i>	Brain T. Corrigan Stanley C. Morris Corrigan & Morris LLP 12300 Wilshire Blvd., Suite 210 Los Angeles, CA 90025 <b>Email: bcorrigan@cormorllp.com</b> <b>scm@cormorllp.com</b> <i>Of Attorneys for Plaintiff</i>
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\_\_\_\_\_ by mailing to each of the foregoing a copy thereof, placed in a sealed envelope addressed as listed above and deposited in the United States mail at Portland, Oregon, and that postage thereon was fully prepaid.

  X   by additional e-service through the e-filing system, if party was registered.

  X   by courtesy email to the email addresses shown above.

/s/ Carrie J. Cook

Carrie J. Cook, CP

Legal Assistant/Certified Paralegal